

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:) CASE NO.: 5:21-bk-00994-HWV
))
RONALD JOHN BORIS, JR. and))
DANIELLE MARIE BORIS,) CHAPTER 13
 Debtors)

**OBJECTIONS TO CONFIRMATION
BY PORTFOLIO RECOVERY ASSOCIATES, LLC,
ASSIGNEE OF CONSUMER PORTFOLIO SERVICES, INC. (“PRA”),
BY AND THROUGH ITS SERVICING AGENT,
PRA RECEIVABLES MANAGEMENT, LLC**

Portfolio Recovery Associates, LLC, assignee of Consumer Portfolio Services, Inc., (“PRA”), by and through its servicing agent, PRA Receivables Management, LLC, by and through its attorneys, Mester & Schwartz, P.C., files **Objections to Confirmation of Debtors’ Proposed Amended Chapter 13 Plan** and states:

1. On August 31, 2015, Debtors, Ronald John Boris, Jr. and Danielle Marie Boris, entered into a Retail Installment Sale Contract in the principal amount of \$12,018.76 (the “Contract”) that referred and related to the purchase of a 2012 Ford Focus, V.I.N. 1FAHP3M2XCL150251 (the “Motor Vehicle”).
2. The interest rate under the Contract is 18.00% *per annum*.
3. To secure the Contract, Debtors granted a first lien on the Motor Vehicle in favor of PRA.
4. On April 30, 2021, Debtors filed a Voluntary Petition under Chapter 13 of the United States Bankruptcy Code.
5. On June 11, 2021, Debtors filed a Proposed Amended Chapter 13 Plan (the “Plan”).
6. The Chapter 13 Trustee held a 341(a) Meeting of Creditors on June 14, 2021.
7. As of April 30, 2021, the total amount of the PRA’s claim was \$13,049.04.

8. In the Amended Plan, Debtors proposed to pay PRA the sum of \$2,750.00 at the rate of 0% *per annum* interest.
9. Debtors' proposed treatment fails to comply with the cramdown requirements for confirmation as in contained in 11 U.S.C. Section 1325(a)(5)(B)(i).
10. Fair market value of the vehicle is \$6,425.00. **See attached Exhibit A.**
11. Debtor's proposed interest rate does not adequately account for the risk premium allowed under Till v. SCS Credit Corp., 124 S. Ct. 1951 (2004).
12. The Plan fails to provide for the payment of monthly pre-confirmation adequate protection to PRA.
13. PRA is entitled to at least 1% of the value of its Collateral in order to protect against depreciation, or, in this case, at least \$64.26 per month based on the NADA clean retail value.
14. PRA objects to the plan's failure to establish equal monthly payments for PRA's claim over the life of the plan starting from confirmation.
15. For the foregoing reasons, PRA objects to confirmation of the Plan.

WHEREFORE, Portfolio Recovery Associates, LLC, assignee of Consumer Portfolio Services, Inc., (“PRA”), by and through its servicing agent, PRA Receivables Management, LLC respectfully requests this Honorable Court to deny confirmation of the Plan.

Respectfully submitted,

MESTER & SCHWARTZ, P.C.

BY: /s/ Jason Brett Schwartz

Jason Brett Schwartz, Esquire

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Attorneys for Portfolio Recovery Associates,
LLC, assignee of Consumer Portfolio Services,
Inc., ("PRA"), by and through its servicing
agent, PRA Receivables Management, LLC

Dated: July 20, 2021